



All County® Sterling Property Management
Exclusive Rental Management Agreement

103 Commerce St. Suite #120 Lake Mary, FL 32746

Ph: (407) 674.5601 Fax: (407) 674.5631

1. PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **All County Sterling Property Management**, hereafter called the MANAGEMENT COMPANY, whereby the LANDLORD appoints the MANAGEMENT COMPANY, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:

- 2. EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE:** Owner hereby employs MANAGEMENT COMPANY exclusively, giving MANAGEMENT COMPANY the exclusive right to rent, lease and manage LANDLORD'S property known as:

SEE PROPERTY LIST BELOW SIGNATURE LINE ON PAGE 5

under the terms and conditions herein set forth. The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing. MANAGEMENT COMPANY agrees to accept the management of the property, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for the renting, leasing, and management of the property. LANDLORD invests with MANAGEMENT COMPANY with full power and authority to do and perform all and every lawful act and things necessary for the purposes of eviction and/or collection of rents and/or other monies due and any other lawful act deemed necessary or prudent in MANAGEMENT COMPANY'S judgment in regard to said property. MANAGEMENT COMPANY may do so in the name of the LANDLORD, in MANAGEMENT COMPANY'S name alone, or in the names of both.

3. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of paragraph 9. The term shall begin on the ____ day of _____, **20** and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate.

4. MANAGEMENT AUTHORITY AND MANAGEMENT COMPANY RESPONSIBILITIES: LANDLORD expressly grants to MANAGEMENT COMPANY the following authority, powers and rights.

- A.** MANAGEMENT COMPANY will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold MANAGEMENT COMPANY harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.
- B.** Full management and control of the property with authority to collect all rent and other monies and securities from Tenants in the property, and issue receipts for same.
- C.** To prepare and negotiate new leases and renewals of existing leases in which MANAGEMENT COMPANY is authorized to execute.
- D.** MANAGEMENT COMPANY is granted by the LANDLORD the right to manage the property as the MANAGEMENT COMPANY deems necessary, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other MANAGEMENT COMPANY'S or assign or sell the management account as MANAGEMENT COMPANY may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things MANAGEMENT COMPANY deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing.

- E. To change locks on the property between tenancies for safety and security reasons.
- F. To place "For Rent" signs and coded lockbox on the property unless prohibited by applicable bylaws or local ordinances.
- G. MANAGEMENT COMPANY is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on LANDLORD'S behalf, any default notices to tenant(s) as may be necessary.
- H. LANDLORD agrees that any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, MANAGEMENT COMPANY shall hire an attorney to perform the eviction. Costs and attorneys fees to evict tenant(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold MANAGEMENT COMPANY harmless for same.
- I. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that MANAGEMENT COMPANY is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to MANAGEMENT COMPANY.
- J. To have repairs made, to purchase necessary supplies, to provide for all negotiating and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance or repair services deemed necessary by LANDLORD and/or MANAGEMENT COMPANY or to comply with applicable building housing, and health codes, and to determine that such services were performed in a proper and prescribed manner. LANDLORD'S approval shall be obtained on each improvement, maintenance or repair item that shall exceed three hundred dollars (\$300.00) in cost, except for emergency repairs. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the MANAGEMENT COMPANY deems an emergency and or necessary in MANAGEMENT COMPANY'S sole judgment for the safety of the tenant(s) or the welfare of the property, MANAGEMENT COMPANY has authority to institute repairs, even if over the aforementioned limit.
- K. To collect from applicants or tenants any or all of the following: application fees, late rent fees, non-sufficient fund bank fees, re-leasing fees, admin fees, lease modification fees, pet fees, default notice fees, or any other fees that may now or in the future become a tenant(s) obligation. All such fees shall belong to MANAGEMENT COMPANY to offset MANAGEMENT COMPANY'S extra time and expense for handling additional work and responsibilities related to such fees, and MANAGEMENT COMPANY need not account for such fees to LANDLORD. Funds collected from tenant(s) each month shall be applied to tenant(s) obligations chronologically beginning with the earliest obligation incurred.
- L. To receive interest on any MANAGEMENT COMPANY trust accounts, and interest received, if any, shall belong to MANAGEMENT COMPANY to offset MANAGEMENT COMPANY'S time and expense of maintaining such accounts, and agent need not account for such interest earned to LANDLORD.
- M. To render monthly statements to LANDLORD of income and expenses and to disburse to LANDLORD the net proceeds of such accounting. Statements and financial disbursements will be made monthly- customarily between the **15th and 20th** of each month, but in no case will disbursements be made until tenant(s) funds have cleared MANAGEMENT COMPANY'S bank. In the event disbursements should be made in excess of income collected, LANDLORD shall pay back such excess promptly to MANAGEMENT COMPANY.
- N. In the event a prospective Tenant places a good faith or holding deposit with MANAGEMENT COMPANY and fails to take possession, said deposit or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to MANAGEMENT COMPANY. MANAGEMENT COMPANY retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of MANAGEMENT COMPANY'S legal counsel and LANDLORD agrees to hold MANAGEMENT COMPANY harmless for same.

5. LANDLORD ASSURANCES AND RESPONSIBILITIES:

- A. LANDLORD warrants that the property to be managed is a legal rental unit and rental of same will not be in violation of any ordinances. LANDLORD warrants that he/she/they constitute all of the owners of the property and will provide a copy of the deed if requested by MANAGEMENT COMPANY. LANDLORD assures that he/she/they have full power and authority to hire MANAGEMENT COMPANY and have the right to receive income proceeds from the property and that this power, authority, and right have not been assigned, or transferred to others.
- B. LANDLORD shall place in reserve with MANAGEMENT COMPANY **\$200.00** per property, for

the purpose of maintenance, repairs, or other expenses that may arise, and authorizes MANAGEMENT COMPANY to replenish this reserve from rents collected.

- C. To cooperate fully with MANAGEMENT COMPANY with all applicable building, housing, and health codes, as well as fair housing regulations. The property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.
- D. To indemnify, defend, and save MANAGEMENT COMPANY harmless to all costs, expenses, suits, claims, liabilities, damages, proceedings, or attorney's fees, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including LANDLORD, in any way relating to the rental, leasing, and management of the property or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to MANAGEMENT COMPANY.

6. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish MANAGEMENT COMPANY with proof of insurance and a copy of the declaration page within 14 days of the execution of this agreement. LANDLORD agrees to name MANAGEMENT COMPANY as an additional insured on all policies. LANDLORD agrees to pay MANAGEMENT COMPANY an annual fee of \$50.00 if said insurance declaration page is not provided to MANAGEMENT COMPANY. LANDLORD agrees to and does hereby indemnify and hold harmless MANAGEMENT COMPANY, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify MANAGEMENT COMPANY for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

7. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenant(s) shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify MANAGEMENT COMPANY for any damages or litigation fees/cost incurred by MANAGEMENT COMPANY if LANDLORD improperly terminates a utility service. MANAGEMENT COMPANY will deduct bills to the extent of funds available and LANDLORD agrees that MANAGEMENT COMPANY shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s).

8. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the LANDLORD shall be responsible for providing MANAGEMENT COMPANY with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify MANAGEMENT COMPANY for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that MANAGEMENT COMPANY is in no way liable for the payment of any fees, fines, or assessments.

9. TERMINATION: Termination by LANDLORD is effective when actually physically received by MANAGEMENT COMPANY. In the event this agreement is terminated by LANDLORD or MANAGEMENT COMPANY, the MANAGEMENT COMPANY's rights provided for in paragraph 12 shall survive such termination for a period not to exceed 30 days (termination period). All monies expended by MANAGEMENT COMPANY shall be paid to MANAGEMENT COMPANY prior to this cancellation and MANAGEMENT COMPANY is authorized to withhold any sums owed to MANAGEMENT COMPANY from monies held prior to the final disbursement to LANDLORD. An additional cancellation fee **equal to 50% of 1 month's rent per unit** will be charged to LANDLORD should LANDLORD terminate this agreement within the first Six (6) months from the execution of this agreement, or a cancellation fee of **\$0.00** thereafter. MANAGEMENT COMPANY reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of MANAGEMENT COMPANY'S legal counsel,

LANDLORD'S actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Terminating this agreement shall release MANAGEMENT COMPANY from having any further obligation to rent, lease, or manage the property.

10. FURNISHINGS/WARRANTIES: The LANDLORD shall deliver a copy of the furnishings inventory if unit is furnished. It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to MANAGEMENT COMPANY of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, MANAGEMENT COMPANY shall assume none exist. LANDLORD will provide three (3) full sets of keys plus two (2) mail keys, any gate pass, and pool keys to the MANAGEMENT COMPANY (if applicable). In unfurnished units, LANDLORD will provide window treatments / basic blinds and their hardware or authorize MANAGEMENT COMPANY to purchase and install same.

11. DAMAGES or MISSING ITEMS: MANAGEMENT COMPANY is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenant(s) or their guests. In furnished units, an inventory will be checked by MANAGEMENT COMPANY at departure. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, MANAGEMENT COMPANY is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of MANAGEMENT COMPANY'S legal counsel. MANAGEMENT COMPANY is given the power to make claims upon the security deposit on behalf of Landlord and MANAGEMENT COMPANY shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to MANAGEMENT COMPANY.

12. MANAGEMENT COMPENSATION: MANAGEMENT COMPANY shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

A. MANAGEMENT FEE:

In the event there is a long term lease entered into (6 months or longer), furnished or unfurnished, with tenant supplied by LANDLORD or MANAGEMENT COMPANY, the management fee will be **10%** of rents received (min. \$75). If no money is collected, no fees are charged. This 10% fee is also collected on any money we process received from tenants to pay for charges such as utilities, repair damages, eviction fees etc.

B. LEASING FEE:

Leasing fee of **50%** of the first full months rent collected, upon MANAGEMENT COMPANY filling a vacancy with an approved tenant (min. \$400). THIS IS A MANDATORY FEE, which covers a wide variety of services such as, showing vacant unit(s), fully computerized system, arranging for and supervising repairs, inspections, collection and payment of applicable Florida state and local taxes from funds received from tenant(s), preparation of Federal Form #1099, etc.

C. LEASE RENEWALS:

A lease renewal fee of **\$300.00** due upon the renewal of leases by current tenant renewed for 6 months or more.

E. LEASE GUARANTEE: If a tenant has been qualified by MANAGEMENT COMPANY and defaults within the first 6 months of original lease term, MANAGEMENT COMPANY agrees to reduce leasing fee by one half (1/2) when re-leasing property.

13. PRE-EXISTING CONDITION REPAIRS / EXISTING TENANT: As MANAGEMENT COMPANY typically does not receive any compensation while a unit is vacant, in the event the property requires extensive amounts of effort overseeing rehab, repair, or maintenance prior to placing the property on the market, either due to pre-existing conditions or from damages caused by a tenant Management company did not procure, LANDLORD agrees that management fees or flat fee to oversee maintenance may be charged for the duration of the renovation. For handling any Eviction legal paperwork (of the courts and attorney) of any tenant not procured by MANAGEMENT COMPANY, LANDLORD agrees to pay MANAGEMENT COMPANY a flat fee of \$300 in addition to the attorney costs to evict. There is no additional fee to evict a tenant we placed.

- **14. LEASE ONLY OPTION:** (only select for properties we won't be managing)
 - a. **A \$250 non-refundable Advertising fee** must be paid to MANAGEMENT COMPANY upfront, before advertising will start.
 - b. Upon MANAGEMENT COMPANY filling a vacancy with an approved tenant, a one-time leasing fee of **1 full month's rent** will be due from Landlord. This will cover a wide variety of services such as showing the vacant unit, processing applications, background checks, lease execution, confirmation of utility transfers, collection of Security Deposit, closing out of account and transfer of documentation to LANDLORD.

15. TRANSACTIONAL SALE: In the event the property, in part or in whole shall be offered for sale to a tenant or buyer procured by MANAGEMENT COMPANY at anytime, even after the tenancy has been terminated and for the following 12 months, and / or even after management agreement has been terminated and for the following 12 months, LANDLORD agrees to pay MANAGEMENT COMPANY a commission equal to 6% of the gross sales price of the property upon closing of any such sale.

16. NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to MANAGEMENT COMPANY, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

MANAGEMENT COMPANY: All County Sterling Property Management Ph: (407) 674-5601
 103 Commerce St. STE #120
 Lake Mary, FL 32746 Fax: (407) 674-5631
 Email: contact@allcountysterling.com

LANDLORD:

Print Name	Owner name	Tax ID #
	Owner name	Tax ID#

Mailing Address: _____

Email Address: _____

Home Phone	Work Phone	Cell Phone
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LIST OF PROPERTIES per Section 2:

Address (list all properties below)	City	State	County	Zip

15. POWER OF ATTORNEY: LANDLORD(s) hereby grant MANAGEMENT COMPANY, its agents, successors and assigns the authority and power of attorney to sign leases and other documents pertaining to the management of the property on behalf of and in place of LANDLORD(s). LANDLORD(s) hereby agree that they will be bound by such signature of MANAGEMENT COMPANY, its agents, successors and assigns as if LANDLORD had signed the lease or other pertaining documents. LANDLORD(s) signature on this agreement authorizes MANAGEMENT COMPANY to assume power of attorney.

16. MODIFICATION OF THIS AGREEMENT: MANAGEMENT COMPANY may change the terms of this agreement by giving 60 days written notice to LANDLORD. The 60 days shall be counted from the date notice was mailed. Should no written objection be forthcoming from LANDLORD within 60 day period, LANDLORD'S acceptance of said changes shall be presumed.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS.

***IMPORTANT NOTICE ***

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenant(s) racial, religious, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent.

EXECUTED this _____ day of _____, 20_____.

Owner Signature LANDLORD

Owner Signature LANDLORD

Agent for:
All County Sterling Property Management